

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING		PAGE OF 1 34	
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-09-R-00822		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)		5. DATE ISSUED 29 DEC 2008	
						6. REQUISITION/PURCHASE NO. AC-09-00822 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931				8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125			

INDEFINITE DELIVERY/REQUIREMENTS SOLICITATION AIRBUS 320 SYSTEMS MAINTENANCE
FAMILIARIZATION COURSE #28484

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 3:00 local time 22 JANUARY 2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Monique Pelletier	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-5102 FAX: 405-954-3030
--------------------------------	------------------------------	---

11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SE	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	21
X	D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	22
X	F	DELIVERIES OR PERFORMANCE	11	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	28
X	G	CONTRACT ADMINISTRATION DATA	12	X	M	EVALUATION FACTORS FOR AWARD	33
X	H	SPECIAL CONTRACT REQUIREMENTS	14				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, If this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	26. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33
SIR.DOC (OCT97) (Contracting) (Word Document)

**PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST**

PRICING SCHEDULE

BASE YEAR

The offeror shall provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training specified herein, in accordance with the attached terms and conditions

ITEM	SUPPLIES/SERVICES	ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
'0001	A-320 Systems Maintenance Familiarization Training (Course #28484)	1 Class	\$ _____	\$ _____

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

PRICING SCHEDULE

FIRST OPTION YEAR

The offeror shall provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training specified herein, in accordance with the attached terms and conditions

ITEM	SUPPLIES/SERVICES	ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
'0002	A-320 Systems Maintenance Familiarization Training (Course #28484)	1 Class	\$_____	\$_____

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

PRICING SCHEDULE
SECOND OPTION YEAR

The offeror shall provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training specified herein, in accordance with the attached terms and conditions

ITEM	SUPPLIES/SERVICES	ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
'0003	A-320 Systems Maintenance Familiarization Training (Course #28484)	1 Class	\$ _____	\$ _____

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

PRICING SCHEDULE

THIRD OPTION YEAR

The offeror shall provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training specified herein, in accordance with the attached terms and conditions

ITEM	SUPPLIES/SERVICES	ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
'0004	A-320 Systems Maintenance Familiarization Training (Course #28484)	1 Class	\$ _____	\$ _____

TOTAL ESTIMATED CONTRACT VALUE \$ _____

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 GENERAL

(a) Provide the services, as referenced below, in accordance with Paragraph C.2, Performance Work Statement (PWS), for the Airbus A320 Aircraft Systems Training Course #28484.

(b) If the low offeror is an accredited college, the Federal Aviation Administration (FAA) desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement. This will not be used as an evaluation factor.

C.2 PERFORMANCE WORK STATEMENT -AIRBUS A320 AIRCRAFT SYSTEMS TRAINING COURSE 28484

Section 1 - General

1.1 Scope of Work

The contractor shall develop a training course for the Airbus A320 Aircraft Systems and conduct classes consisting of a maximum of ten students each as ordered by the Government. Students attending these courses will be FAA Airworthiness (Maintenance/Avionics) Inspectors.

Course length shall be a minimum of 80 hours as established by the contractor to provide sufficient instruction to accomplish the training outcomes listed in Section 5, Specific Tasks.

1.2 Qualifications of Personnel

Instructors provided by the contractor must be familiar with the major components and their locations for the system that is being taught and have at least one year experience teaching transport category aircraft systems.

1.3 Quality Assurance

1.3.1 Class Monitoring

An FAA technical representative shall be permitted to monitor classroom and laboratory sessions to assure that all training outcomes and contract specifications are met.

1.3.2 Student Evaluation

At the conclusion of each course, an end-of course student evaluation form will be furnished by the FAA for completion by each student. The contractor's course evaluation form may be substituted. The original of all completed forms shall be forwarded to the Contracting Officer's Representative (COR).

Section 2 - Definitions

Contracting Officer (CO): The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the Contracting Officer to a technical representative, the Contracting Officer is the only individual with the authority to direct the work of the Contractor.

Contracting Officer's Representative (COR) The authorized Government representative(s) acting within the limits of their delegated authority for management of specific projects or functional activities.

DOT: United States Department of Transportation

FAA: Federal Aviation Administration, a component agency of the U.S. Department of Transportation

Quality Assurance: Actions taken by the contractor to ensure compliance with the provisions of the Performance Work Statement.

Quality Control: A system developed by the contractor to ensure compliance with the provisions of the Performance Work Statement.

Training Materials: Course materials, equipment and supplies used by the Contractor in the development, presentation, practice and evaluation of training.

Training Outcomes: The total combination of skills and knowledge that the learner must acquire to perform a job assignment.

Section 3 - Government-Furnished Property and Services

N/A

Section 4 - Contractor-Furnished Property and Training Facilities

4.1 Training Facilities. The following elements shall apply to contractor-furnished facilities:

- a. Not less than 30 gross square feet per student
- b. Sufficient chalkboards for effective teaching shall be provided.
- c. The classroom shall be well-lighted. There shall be not less than 30 foot candles of illumination at the student's desk or table.
- d. Students shall be seated at suitable tables or provided with proper rest area on the side of the chair for writing or taking notes.
- e. The classroom shall be cleaned not less than two times each week of instruction.
- f. Sanitary restroom facilities shall be available within convenient distance of the classroom.
- g. The classroom facilities shall be adequately ventilated; heated in winter and cooled in summer. Temperature limits shall not exceed 68 to 70 degrees.
- h. Ambient noise shall be below the distraction point. At any position in the classroom, normal instructor voice levels should exceed the ambient noise level by 20 decibels.
- i. Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of America Standards Institute in conducting contract training.
- j. Local environmental distraction adversely affecting student learning shall be eliminated.

- k. The contractor must provide an Airbus A320 aircraft flight simulator or cockpit systems simulator in working order and capable of performing the functions that are outlined in outcome 5.2.16.
- l. Visual aids used in the classroom to describe specific aircraft systems or aircraft components shall be legible and color enhanced to show each operating mode.

Section 5 - Specific Tasks

5.1 Conduct of Training

5.1.1 Daily Sessions

Training shall be conducted on a one-shift basis, eight hours per day, five days per week, Monday through Friday. Training is to be continuous during these days except for federally established holidays. Local or state holidays shall not interrupt the training period. Normal hours of training should be from 8:00 a.m. to 4:30 p.m., with a half hour for lunch. Should a requirement exist to change either the hours or days of training indicated, permission for this change must be approved in advance from the FAA COR.

5.1.2 Student Grade and Reports

Each student's performance shall be graded with a numerical grade. The contractor shall, within two weeks after class completion, furnish a report to the COR reflecting the student's final grades, attendance records, and any additional comments deemed necessary concerning his/her attitude and ability. Each student shall receive a certificate of graduation, pending completion of required testing with a minimum average of 70 percent. Testing may be conducted with open text book for reference.

5.1.3 Level of Training

FAA personnel are expected to perform at a level compatible, with the highest standards of the specialty. Accordingly, each course of instruction will be offered at a level consistent with this philosophy.

5.2 Training Outcomes

Graduates of this course must be able to accomplish the following:

5.2.1 When given oral and written questions in a classroom situation, the graduate will be able to identify the main design, construction features, and general layout of the Airbus A320 aircraft.

5.2.2 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 hydraulic system.

5.2.3 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 flight control system.

5.2.4 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 landing gear and brakes systems.

5.2.5 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 electrical power and distribution system.

5.2.6 When given oral and written questions in a classroom situation, the graduate will be able to locate and describe the major components and interpret abnormalities of the oxygen and emergency equipment on the Airbus A320 aircraft.

5.2.7 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 pneumatic, and ice and rain protection systems.

5.2.8 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 fire detection and control system.

5.2.9 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 air conditioning and pressurization system.

5.2.10 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 powerplants and the thrust reverser.

5.2.11 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the Airbus A320 fuel system.

5.2.12 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components and interpret abnormalities of the auxiliary power unit installed in the Airbus A320 aircraft.

5.2.13 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components of the Airbus A320 auto flight system.

5.2.14 When given oral and written questions in a classroom situation, the graduate will be able to locate and explain the normal functioning of the major components of the Airbus A320 integrated flight instrument system.

5.2.15 When given aircraft checklists in a cockpit environment, the graduate will be able to interpret and utilize the preflight and start engine checklist and correctly perform those functions in a Airbus A320 aircraft flight simulator or a Cockpit Systems Simulator (CSS).

5.2.16 In response to demonstrations of system operational procedures, by the contractor's training personnel, the graduate will identify procedures under normal, abnormal, and emergency situations with various Airbus A320 aircraft systems that were reviewed in the previous lessons

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

**E.1 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT
(APRIL 1996)**

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 TRAINING SCHEDULE (OCT 2006)

CLA.0241

(a) The contractor shall start the training described in this contract within 30 calendar days after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.

(b) Exact training dates will be by mutual agreement of both parties. The following is the best quarterly estimate at this time and may be revised during the contract period.

Year	Quantity	Dates of Training
Base	1 Class	Date of Award thru January 31, 2010
Opt 1	1 Class	February 1, 2010 thru January 31, 2011
Opt 2	1 Class	February 1, 2011 thru January 31, 2012
Opt 3	1 Class	February 1, 2012 thru January 31, 2013

**F.3 CHANGE TO INDIVIDUAL DELIVERY ORDER
SCHEDULE (JAN 1997)**

CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.4 CONTRACT PERIOD (JAN 1997)

CLA.1604R

The effective period of this contract is February 1, 2009 or 1 year from the date of award, whichever is later, plus three (3) 1-year options, if exercised.

F.5 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)

3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center
Programs & Contracts Management Branch (AMA-260)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (January 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)

CLA.0148

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.3 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)

CLA.4555

- (a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.
- (b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

I.1 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997) CLA.1035

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

I.2 AMS 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 AMS 3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train one inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of two (2) classes;

(2) Any order for a combination of items in excess of the estimated annual requirement; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 AMS 3.2.4-19 REQUIREMENTS (OCTOBER 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

I.5 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

I.6 AMS 3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)

Funds are not presently available for this contract. The FAA's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.7 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims.

Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I.8 AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction

released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.9 AMS 3.3.1-36 AVAILABILITY OF FUNDS- OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

I.10 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- | | |
|--------------------|--|
| 3.1.7-2 | ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997) |
| 3.2.2.3-33 | ORDER OF PRECEDENCE (JULY 2004) |
| 3.2.2.3-75 | REQUESTS FOR CONTRACT INFORMATION (JULY 2004) |
| 3.2.2.7-6.1 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(APRIL 1996) |

3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)
3.2.4-34	OPTION TO EXTEND SERVICES (APRIL 1996)
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)
3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)
3.2.5-4	CONTINGENT FEES (OCTOBER 1996)
3.2.5-5	ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
3.3.1-1	PAYMENTS (APRIL 1996)
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
3.3.1-9	INTEREST (JANUARY 2008)
3.3.1-10	AVAILABILITY OF FUNDS (APRIL 1996)
3.3.1-15	ASSIGNMENT OF CLAIMS (APRIL 1996)
3.3.1-17	PROMPT PAYMENT (JANUARY 2008)
3.4.2-6	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APRIL 1996)
3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGE AND WOMEN-OWNED, AND SERVICE DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SEPTEMBER 2001)
3.6.2-2	CONVICT LABOR (APRIL 1996)
3.6.2-9	EQUAL OPPORTUNITY (AUGUST 1998)
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APRIL 2007)
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APRIL 2000)
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APRIL 2007)
3.6.2-37	NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APRIL 2007)
3.6.2-39	TRAFFICKING IN PERSONS (JANUARY 2008)
3.6.3-2	CLEAN AIR AND CLEAN WATER (APRIL 1996)
3.6.3-16	DRUG FREE WORKPLACE (JANUARY 2004)
3.6.4-10	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
3.8.2-19	PROHIBITION ON ADVERTISING (OCT 1996)
3.9.1-1	CONTRACT DISPUTES (NOVEMBER 2002)
3.9.1.2	PROTEST AFTER AWARD (AUGUST 1997)
3.10.1-7	BANKRUPTCY (APRIL 1996)
3.10.1-12	CHANGES--FIXED-PRICE (APRIL 1996)
3.10.1-12ALT1	CHANGES--FIXED-PRICE ALTERNATE I (APRIL 1996)
3.10.1-25	NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)
3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
3.10.6-4	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)
3.13-5	SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)

PART III - SECTION J - LIST OF ATTACHMENTS

NOT APPLICABLE

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

BUSINESS DECLARATION

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
b. Telephone Number of Person Making Declaration _____
c. Position Held in the Company _____
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American
☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐
j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
- 7 Nature of Business (Specify all) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership ☐ a. Sole Ownership ☐ b. Partnership
☐ c. Other _____
(Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No

12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. _____ b. Date: _____
Signature _____
c. Typed _____ d. Title: _____
Name _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 611699 "All Other Miscellaneous Schools and Instructions.

(2) The small business size standard is \$7.0 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA.4532 (MAR 1999)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that—

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ (specify what type of organization).
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.4 AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

NAME: _____

TITLE: _____

PHONE NUMBER _____

K.5 AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at different addresses from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner.

K.6 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
☐ Other corporate entity
☐ Not a corporate entity
☐ Sole proprietorship
☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
☐ Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

**K.7 AMS 3.2.2.3-76 REPRESENTATION – RELEASE OF CONTRACT INFORMATION
(JULY 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

K.8 AMS 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.9 AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.10 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that—

(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that—(a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 AMS 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

- (a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.
- (b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or, (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.
- (c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.13 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)
- 3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 2000)

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This document is a competitive Screening Information Request (SIR). This requirement is a **Full and Open Competitive Bid**. The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO) is the **only** point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR, ATTENTION: Monique Pelletier or via email at Monique.Pelletier@faa.gov

L.2 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.)

L.3 QUALIFICATION CRITERIA (JAN 1997)

CLA.0253

To be considered qualified and responsive, each offeror shall submit a copy of the proposed training curriculum outline for the course identified herein, pursuant to applicable Federal Aviation Regulations (FAR) and a copy of each instructor's resume. If a simulator or training device is a required part of the training, the contractor must either have or have access to a simulator or training device.

(a) Offerors must, in addition to the price proposal, submit a technical proposal in sufficient detail to demonstrate their complete understanding of the Performance Work Statement, Part I, Section C.1, and the availability of experienced management and technical personnel necessary to perform the services described in the solicitation. Technical proposals will be evaluated in accordance with the criteria set forth in Part IV, Section M, Paragraph M.1, Evaluation Factors. Therefore, your proposal must contain information regarding technical capability, technical experience, training course experience, personnel capability, and technical management capability, in addition to any other information you deem necessary to demonstrate your abilities.

(b) Technical proposals shall be in narrative form (two copies) and should be typewritten on bond paper measuring 8-1/2 x 11 inches. Sheets may be printed on both sides; foldouts should not exceed 18 inches. Technical proposals shall be organized by section, and appropriately tabbed or identified as follows:

- (1) Training curriculum demonstrating in detail how the offeror will accomplish the work specified in Section C Paragraph 5.2 of the PWS (i.e., depth of the course of instruction and any other information deemed pertinent to enable the Government to make a determination).
- (2) Tentative dates and locations available for conducting the training within the time frame specified in Part I, Section F, Paragraph F.3, Training Schedule.
- (3) For each instructor, the offeror shall furnish complete and detailed information in the form of a resume including the background; education; training; experience and special qualifications including previous work in related areas and similar projects; and performance references.
- (4) Experience and previous work by the contractor in related areas: any pertinent or special qualifications, including experience in similar projects.
- (5) The offeror shall describe his organization and management policies to accomplish the contract requirements. Functional policies, techniques, and procedures applicable to the management of the contract effort shall be provided.
- (6) The offeror shall show evidence of availability for either the Airbus A320 aircraft flight simulator or the Cockpit Systems Simulator (CSS) intended to be used in the performance of this contract.

(c) Offeror's comments such as "will comply" will not constitute an acceptable response. Statements to the effect that the prospective offeror understands, can or will comply with the specifications in whole or in part, phrases such as "standard procedures will be used" or "well known techniques will be utilized" will not constitute compliance with these requirements concerning the content of the technical proposal.

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.6 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.7 AMS 3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)

(a) The offeror (you) may submit responses to this SIR by FAX or email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to (FAX) 405-954-9468 or email at Monique.Pelletier@faa.gov.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.8 AMS 3.2.2.3-38 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION (JULY 2004)

Offers (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

L.9 AMS 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of an Indefinite Delivery/Requirements type contract resulting from this Screening Information Request.

L.10 AMS 3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE

BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov...>

L.11 AMS 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.12 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)**
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)**
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)**
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)**
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)**
- 3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (JULY 2004)**
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)**
- 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JULY 2004)**
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)**
- 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)**

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS (JAN 1997)

CLA.0276

- (a) Technical proposals shall be evaluated for responsiveness and shall be considered for the purpose of award on an "acceptable" or "unacceptable" basis only, as determined by the procedures outlined in Part IV, Section L, Paragraph L.4, Technical Proposal.
- (b) The following information in the technical proposal will be evaluated for acceptability:
 - (1) Depth of the course of instruction as determined through review of a copy of the training outline.
 - (2) Availability of classes to meet FAA training needs as determined by review of the tentative training dates submitted with the proposal.
 - (3) Experience of the instructor(s) based on their resume.
 - (4) Experience of the company in offering similar or identical training. Each offeror shall provide sufficient evidence when requested by the designated training coordinator, such as copies of actual documents developed or manuals describing systems developed if a determination on the offeror's technical acceptability cannot be made by review of the training outline.
 - (5) Functional policies, techniques, and procedures applicable to the management of the contract effort.
 - (6) Access to a simulator or training device, when applicable.
- (c) The technical proposal shall include, but need not necessarily be limited to, the items shown in (b)(1), (b)(2), (b)(3), (b)(4), (b)(5) and (b)(6). Failure to do so may result in your proposal being eliminated from further consideration.

(d) The Government may discuss the technical aspects of any proposal with the concern submitting the proposal and reserves the right to allow offerors to modify their proposals as necessary to make them technically acceptable. Offerors are advised to submit proposals as necessary to make them technically acceptable and to submit proposals which are fully and clearly acceptable without additional explanation or information, since the Government may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with the award, without further information from the offeror. The number of discussions to be held with any offeror is at the sole discretion of the Government.

(e) The offeror's technical proposal and any subsequent negotiated changes thereto shall be incorporated in any resultant contract, and the commitments made therein shall be binding. In the event of conflict or ambiguity between the contractor's technical proposal (including any amendments) and the Government's stated requirement, the Government's stated requirement shall govern and nothing in said technical proposal shall constitute a waiver of any of the provisions of said requirements.

(f) Price evaluation will be based on the pricing elements and total price per class in selecting the proposal, which is most advantageous to the Government. **Award will be made to the lowest-priced technically acceptable responsive, responsible offeror.**

M.2 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.3 AMS 3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).